



## LYTTON RANCHERIA • Lytton Band of Pomo Indians

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Testimony of Honorable Margie Mejia  
Chairwoman, Lytton Rancheria  
RE: Opposition to S.872  
Senate Committee on Indian Affairs  
November 10, 2011

Good morning. I want to thank you for the opportunity to present testimony to the Committee today on a bill that would have a significant impact on the citizens of the Lytton Rancheria. My name is Margie Mejia. I am the Chairperson of the Lytton Rancheria and follow a long tradition of leaders who have been responsible for the safe-keeping of the tribe and its members. I have lived the highs and lows of my tribe's status every day of my life, from the devastating effects of poverty, alcoholism and drug abuse and having our tribal status terminated, to the recent economic success we have finally been able to enjoy through our restoration. This is not simply one of a broad array of issues I have sought to advance; this is the pride, respect and stability of my Tribe. We cannot stand idly by while our status is again under threat. I take it very seriously and am thankful that you do too.

While I hold Senator Feinstein in high regard and am sure that her intentions are honorable, there is much more to the story of the Lytton Rancheria than this legislation suggests.

As some of you may know, the federal government wrongfully terminated the Lytton Rancheria on April 4, 1961 and our ancestral lands were lost. Not long after that, our traditional homelands were replaced with vineyards. Finally, in 1991 after decades of battling and relentless efforts to regain our federal



recognition, the federal courts ordered the government to reverse its decision to terminate the tribe and restore our full tribal status. Unfortunately, we had no ancestral lands to return to, leaving us landless and with few options. In fact, Sonoma County, where most of our ancestral lands are located today, forced a provision in the final court stipulation. The provision forbids the Tribe from acquiring and using any land within the county for any purpose not included in the Sonoma County General Use Plan. Our neighboring tribes have not had to deal with such restrictions. While we were thrilled to have our status restored, we continued to face a severe challenge in establishing our tribal economy. Therefore, we were heartened to learn that the City of San Pablo understood our tragic history and was receptive to the idea of working with us to address the effects of termination on our Tribe.

We began by working with the City of San Pablo to develop a Municipal Services Agreement and it is that agreement which has guided the mutually beneficial relationship that we continue to have with the City today. The provisions of S.872 suggest that our land was restored with no local input or community feedback and that we circumvented a requirement in the Indian Gaming Regulatory Act (IGRA). The truth is we spent several months meeting with citizens and elected officials to develop an agreement that would meet our respective needs and objectives. We continue to meet regularly to find ways to address each other's concerns.

As a result of this agreement, the Tribe filed an application with the Department of Interior (DOI) to have land within San Pablo taken into trust status for Lytton for gaming purposes. When it became clear the DOI was not going to act on our application, the City and the Tribe together asked Congressman George Miller for his assistance with our land into trust request in San Pablo. It should be noted that the land our Tribe acquired was the site of an existing gaming card room.

At the end of the year an omnibus Indian bill was developed by this Committee and the House Natural Resources Committee to address a range of outstanding issues for Indian country. Language directing the Secretary to place land into trust in San Pablo for the Lytton Band was included in that bill. Because, through no fault of our own, Lytton had lost the use of our land in the 1960s, and because we determined that our best economic development opportunity was to



continue gaming at this site, the language was drafted to ensure that outcome. Congressman Miller's legislation reversed a wrong that left our Tribe landless and impoverished for decades – and it put us on level footing with other federally recognized Indian tribes. I am here today because this new proposed legislation would take away that equal footing status.

There are currently proposals for resort-style gaming facilities within miles from San Pablo Lytton Casino; they are advanced by tribes who plan for Class III Las Vegas-style slot machines in accordance with the "restored lands" provision of IGRA. S.872 would treat the Lytton Rancheria differently from our neighboring and similarly situated tribes by limiting the tribe to Class II Bingo-style machines or forcing us to undertake an additional expensive and lengthy process that would put us at an extreme and wholly unjust disadvantage. Although we have no plans at this time to do so, without the ability to qualify for Class III gaming, the Lytton facility could face closure resulting in severe negative impacts for the Tribe and the surrounding community.

We honestly do not understand the purpose behind this legislation. If the bill is based on the unsubstantiated belief that the Lytton Rancheria is somehow not complying or has not complied with federal law, nothing could be further from the truth. The Lytton Rancheria fully complies with federal law. We have complied with all provisions of IGRA in the planning, construction and management of San Pablo Lytton Casino. Our gaming ordinance was approved by the National Indian Gaming Commission and is subject to Minimum Internal Control Standards. Our facility is subject to review and audit by the NIGC and all of our machines are certified to the NIGC's strict compliance standard.

These are the exact same standards that all other gaming facilities must meet in order to legally operate and we have an exemplary record. To suggest that we have done anything else is wholly disingenuous. Our tribal members have realized significant benefits from our economic enterprise including vastly improved housing and educational opportunities for our children. And we have been good neighbors to our local non-Indian communities.



S.872 is not “simple, straightforward, and reasonable” and it does not somehow “restore the intent of Congress” as was suggested in introductory remarks accompanying the bill. In fact it does just the opposite. The law preventing gaming on lands taken into trust after 1988 was not written in order to prevent landless tribes like Lytton from achieving economic independence through gaming. It was written to deal with tribes who already had lands or existing reservations on which they could conduct gaming. Lytton Rancheria was only landless because of wrongful acts taken by the federal government decades before; we are not and have never been a tribe looking to obtain additional land for more lucrative gaming. We are a tribe who Congress recognized should have the same status as tribes granted land prior to 1988 and I am thankful that Congress came to this conclusion. Our reality today fully incorporates the intent of Congress in the 2000 legislation.

The termination policies of the federal government had tragic consequences for the members of the Lytton Rancheria. It took over three decades to have our federal status and our rights restored, but now through legislation enacted in 2000 and a cooperative relationship with the City of San Pablo, we have been able to take land into trust and establish economic independence. It was an act that righted a wrong the federal government committed against our tribe. I ask you to let that act of justice stand and oppose the enactment of S.872. Thank you.

**ORIGINAL  
FILED****MAR 22 1991****RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
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 IN THE UNITED STATES DISTRICT COURT  
 21 NORTHERN DISTRICT OF CALIFORNIA  
 22  
 SCOTTS VALLEY BAND OF POMO INDIANS )  
 23 OF THE SUGAR BOWL RANCHERIA, et al. )  
 Plaintiffs, )  
 24 )  
 v. )  
 25 )  
 UNITED STATES OF AMERICA, et al., )  
 26 Defendants. )  
 27 )  
 28 )

NO. C-86-3660 WWS

STIPULATION FOR  
ENTRY OF JUDGMENT

(LYTTON)

1 The Lytton Indian plaintiffs<sup>1</sup>, the Federal defendants and  
2 the County of Sonoma (hereinafter "the parties") enter into the  
3 following stipulation for the purpose of reaching a compromise  
4 and final settlement of the claims relating to the Lytton  
5 Rancheria alleged by said plaintiffs against the federal  
6 defendants in the Second Amended Class Action Complaint for  
7 Declaratory and Injunctive Relief and Damages, filed herein on  
8 August 25, 1987. The settling parties understand that this  
9 stipulation shall provide the basis for entry of a judgment by  
10 the court which will serve to implement, in an orderly and timely  
11 fashion, the substantive and procedural matters agreed to herein.  
12 Accordingly, the parties stipulate and agree as follows:

13 1. Federal defendants agree that the Lytton Rancheria  
14 was not terminated, and the rancheria assets were not  
15 distributed, in accordance with the provisions of the Act of  
16 August 18, 1958, P.L. 85-671, 72 Stat. 619 ("the Rancheria Act").  
17 Federal defendants further agree that the Indian status of the  
18 persons named as distributees in the distribution plans for the  
19 Lytton Rancheria was not terminated in accordance with the  
20 Rancheria Act.

21 2. Federal defendants agree that the distributees and  
22 dependant members of the Lytton Rancheria, and their lineal  
23 descendants, will have the individual and collective status and  
24 rights, including the rights to organize for their common welfare  
25 and to govern their affairs, which they had prior to termination.

26  
27 <sup>1</sup> The named plaintiffs, representing the interests of the  
28 Lytton Indians, are the Lytton Indian Community and Carol J. Steele.

1 Federal defendants further agree to deal with these Indians on  
2 the same basis on which they deal with other Indians of a similar  
3 status.

4 3. Federal defendants agree that within 30 days of the  
5 Court's approval of the entry of judgment pursuant to this  
6 stipulation the Assistant Secretary will transmit to the Federal  
7 Register for publication a proclamation stating:

8 (a) that the Lytton Rancheria was not lawfully  
9 terminated and its assets were not distributed in  
10 accordance with the provisions of the Rancheria Act,  
11 Act of August 18, 1958, P.L. 85-671, 72 Stat. 619.

12 (b) that the distributees of the Lytton Rancheria are  
13 eligible for all rights and benefits extended to  
14 Indians under the Constitution and laws of the  
15 United States; and

16 (c) that the Lytton Indian Community and its members  
17 shall be eligible for all rights and benefits  
18 extended to other federally recognized Indian tribes  
19 and their members, including Indian tribes defined  
20 and organized under the provisions of the Indian  
21 Reorganization Act (IRA), 25 U.S.C. § 461 et seq.

22 4. Effective as of the date of entry of this  
23 stipulation by the Court, the Lytton Indian Community shall,  
24 consistent with Federal law, have the right to determine its own  
25 membership and otherwise to govern its internal and external  
26 affairs as a tribal entity consistent with its status prior to  
27 termination. When and if the members of the Lytton Indian  
28 Community organize pursuant to federal statute, the federal



1 defendants agree to add them to the list of federally recognized  
2 tribal entities then being used and will include them on any list  
3 of tribal entities published in the Federal Register. The name  
4 of the tribal entity entered on the list(s) shall be the name  
5 chosen by the Lytton Indian Community in its governing document.  
6 The Federal defendants further agree to advise the Commissioner  
7 of the Internal Revenue Service promptly that the Lytton Indian  
8 Community has organized to exercise governmental functions and  
9 has been added to the list of tribal entities.

10 5. Future Land Acquisitions.

11 It is the intent of the parties to create a procedure in  
12 this agreement for resolution of certain disputes that may arise  
13 regarding land use on any future-acquired lands of the Lytton  
14 Indian Community in Sonoma County, the acceptance in trust of  
15 which is contemplated. It is the further intent of the parties  
16 to provide specific criteria that will govern both the acceptance  
17 in trust and any future modification in use of any lands that may  
18 be acquired in the future by the Lytton Indian Community in the  
19 area known as the Alexander Valley, Sonoma County. In  
20 furtherance of this express intent, the parties agree that:

21 (a) General Rule: The policy of the Secretary of the  
22 Interior dated July 19, 1990, and the guidelines set  
23 forth therein, for placing lands in trust status for  
24 American Indians, a copy of which is attached hereto  
25 as Exhibit A, shall apply to the acceptance of land  
26 in Sonoma County to be placed in trust for the  
27 benefit of the Lytton Indian Community.

28 (b) Lytton Rancheria: With respect to land within the



exterior boundaries of the former Lytton Rancheria, a description and map of which is attached hereto as Exhibit B, the above-referenced policy and guidelines would preclude the Secretary from accepting such land in trust for any use that is inconsistent with the Sonoma County General Plan.

(c) Alexander Valley: With respect to land within the Alexander Valley, as described by the map attached hereto as Exhibit C, the above-referenced guidelines would preclude the Secretary from accepting such land in trust to be used for gambling purposes, including but not limited to high stakes bingo, unless such use is authorized under the County's General Plan.

(d) Dispute Resolution: Any dispute whether a proposed acceptance of land in trust within the Alexander Valley complies with the Secretary's policy and guidelines, and the specific interpretations thereof that have been agreed to by the parties, shall be resolved in the following manner:

(1) The County of Sonoma will make an initial determination whether the proposed use of any land sought to be placed in trust within the Alexander Valley is consistent with the Secretary's policy and guidelines and will communicate its views in writing to the Secretary and to the Lytton Indian Community.

(2) If the County determines that the proposed use

1 is inconsistent with the Secretary's policy and  
2 guidelines, and the Lytton Indian Community  
3 disputes that finding and requests the hearing  
4 provided for herein, the Secretary will refer  
5 the matter to an administrative law judge (ALJ)  
6 within the Office of Hearings and Appeals (OHA)  
7 of the Department of the Interior for hearing  
8 and final decision. The decision of the ALJ  
9 shall be final, and the parties specifically  
10 agree that there shall be no further right of  
11 review, administrative or judicial.

12 6. Modification of Land Use -- Alexander Valley

13 The parties agree that any change in the use of land located  
14 in the Alexander Valley and held in trust for the Lytton Indian  
15 Community shall comply with the following standards and  
16 procedures:

- 17 (a) the proposed change in use shall be subject to  
18 criteria 4, 5 and 7 of the Secretary's policy and  
19 guidelines and the specific construction thereof  
20 agreed to by the parties in paragraphs 5(b) and  
21 5(c).
- 22 (b) any dispute between the County and the Lytton Indian  
23 Community regarding such a change in use shall be  
24 referred to and decided by the OHA in accordance  
25 with the procedures set forth in paragraph 5(d).

26 7. Interests in Allotted Indian Lands Outside the  
27 Boundaries of the Former Lytton Rancheria

28 Since persons listed in the plan for distribution of assets



1 of the Lytton Rancheria may have acquired interests in trust  
2 lands outside the Rancheria, which interests may no longer be  
3 held in trust because of the purported termination of the Indian  
4 status of the listed persons, Federal defendants agree to accept  
5 in trust any fee interests in trust or former trust allotments  
6 issued to such persons, if such interests are currently held in  
7 the name of the distributee, or of his/her dependent or Indian  
8 heir, or successor in interest, provided the successor is an  
9 Indian of the rancheria or reservation where the allotment is  
10 located. The parties acknowledge that there are no public domain  
11 allotments located in Sonoma County and that the provisions  
12 contained in this paragraph and paragraph 8 do not affect any  
13 land located in Sonoma County.

14 8. Process for Restoring Trust Status -- Interests in  
15 Allotments

16 Federal defendants agree that restoration of lands to trust  
17 status under the provisions of Paragraph 7 above shall be  
18 accomplished as follows:

19 (a) Notice - Publication: Federal defendants shall  
20 publish a copy of the judgment in a newspaper of  
21 general circulation within the county in which the  
22 trust lands are located. Additionally, a copy of  
23 this judgment shall be mailed to:

24 (1) each individual Indian person listed in the  
25 Termination Proclamation for the Lytton  
26 Rancheria, and

27 (2) such other persons, based on all available  
28 information in the possession of the Federal

1 defendants and any other information supplied  
2 by the plaintiffs, who may be related to or  
3 descended from any such individual, for whom  
4 the Bureau of Indian Affairs has a current or  
5 last known address;

6 (b) Election to Convey: Each Indian of the Lytton  
7 Indian Community who has retained any interest in or  
8 to allotted lands, fee patent to which was issued  
9 upon or, in the judgment of the Secretary, as a  
10 direct result of the purported termination of the  
11 Lytton Rancheria, may elect to convey his or her  
12 interest to the United States, to be held in trust  
13 for the benefit of a person who is related by blood  
14 or, at the time of this decree, is the individual's  
15 spouse and is otherwise eligible to have land held  
16 in trust as an Indian by the United States for his  
17 or her benefit;

18 (c) Form of Conveyance Instrument; Conditions and  
19 Restrictions: Conveyance of title to the United  
20 States made pursuant to paragraph 8(b) may, at the  
21 election of the grantor, provide that the United  
22 States will hold title in trust for an Indian or  
23 Indians, as provided above, and be subject to such  
24 conditions or restrictions as set forth in the  
25 instrument of conveyance; provided such conditions  
26 and restrictions are acceptable to the United  
27 States; and, provided further, that the United  
28 States shall not unreasonably withhold its



1 acceptance;

2 (d) Recording Conveyance: Upon acceptance of any  
3 instrument or instruments conveying to the United  
4 States title to interests in allotted lands pursuant  
5 to this stipulation and the judgment entered  
6 thereon, the Secretary of the Interior or his  
7 designee shall promptly record said instruments with  
8 the County Recorder of the County in which said  
9 lands are located.

10 9. Nothing in this stipulation shall be construed to  
11 require the Secretary to accept in trust any land which has on it  
12 hazardous substances or contaminants. Before the Secretary  
13 accepts any land in trust pursuant to this stipulation, a  
14 hazardous substance determination shall be made in accordance  
15 with 602 DM 2 and the instructions for implementing that chapter  
16 of the Department Manual described in 54 BIAM Bulletin 1, dated  
17 March 9, 1990, and any duly adopted revisions of the manual or  
18 instructions. Copies of 602 DM 2 and 54 BIAM Bulletin 1 are  
19 attached hereto as Exhibits D and E, respectively.

20 10. Should lands be acquired in the future on behalf of  
21 the Lytton Indian Community, if organized under the IRA, the  
22 Secretary shall within 180 days of acquisition consider and  
23 respond to a request to issue a proclamation in accordance with  
24 25 U.S.C. § 467 that such newly acquired lands constitute an  
25 Indian reservation.

26 11. The Federal defendants will, following the execution  
27 of this stipulation by their counsel, prepare a comprehensive  
28 needs assessment for the Lytton Indian Community, including the

1 projected needs of the Community for Federal programs and  
2 services through Fiscal Year 1994.

3 The Federal defendants will provide workshops prior to March  
4 1992 to be conducted by a technical team comprised of  
5 representatives from the Bureau of Indian Affairs, the Indian  
6 Health Service, the Department of Housing and Urban Development,  
7 and such other consultants as may be necessary, for the purpose  
8 of providing needed technical assistance to the Lytton Indian  
9 Community and other participating Indian groups. The scheduling  
10 and content of the workshops will be developed by the Federal  
11 defendants in consultation with representatives from the Lytton  
12 Indian Community and other participating Indian groups and will  
13 be designed to provide, at a minimum, specific information  
14 regarding Federal programs available to Indian tribes, including  
15 the tribal contracting requirements of Public Law 93-638, and an  
16 overview of those Indian programs available to meet the  
17 developmental needs of individual Indians, such as health care,  
18 education and vocational training. The Federal defendants shall  
19 cover the costs of attendance at the workshops of at least one  
20 representative from the Lytton Indian Community.

21 12. The Lytton Indian plaintiffs will provide the  
22 federal defendants with the names, current or last known  
23 residential address of each potential class member to whom it has  
24 given notice of this proposed settlement and the names and ages  
25 of all minors who are dependents of potential class members. The  
26 Lytton Indian plaintiffs will give written notice of the terms of  
27 the settlement to all members of the plaintiff class, as such  
28 class is defined in Paragraph 10 of the Second Amended Class



1 Action Complaint, filed herein on August 25, 1987. The costs of  
2 giving such notice shall be borne solely by the Federal  
3 defendants. The form of notice, the deadline for responding to  
4 the notice, and other procedures for class members to opt in or  
5 out of the settlement, shall be set forth in a separate  
6 stipulation to be filed with the Court.

7 13. The Lytton Indian plaintiffs, in consideration of  
8 the above agreements, will (a) release and forever discharge  
9 federal defendants from and against any and all liability,  
10 including attorneys' fees and costs, arising out of this  
11 litigation and settlement, provided, this release and discharge  
12 shall not apply to claims relating to hazardous substances or  
13 contaminants which may be identified in any survey conducted in  
14 order to make the determination required by paragraph 9 of this  
15 agreement; and (b) will dismiss with prejudice all money damages  
16 claims alleged herein against the federal defendants, including  
17 any individual and tribal claims.

18 14. In consideration of the agreements reached herein,  
19 the County of Sonoma (a) will dismiss with prejudice its cross-  
20 claim for declaratory and injunctive relief filed herein on  
21 December 14, 1990, and (b) agrees to assist the Lytton Indian  
22 Community in identifying lands within Sonoma County suitable for  
23 housing and economic development. Such assistance shall include:

24 (1) Providing information on specific areas of Sonoma  
25 County that would be suitable for housing or  
26 economic development, or both, including  
27 identification of specific parcels where basic  
28 services, such as water and sanitation, are either

1 available or could be developed without excessive  
2 cost.

3 (2) Identifying and providing information on specific  
4 land parcels, if known, that might be available for  
5 acquisition in the geographic areas identified under  
6 subparagraph (1), and which are of sufficient size  
7 to be feasible for community housing or economic  
8 development, or both. The Community will provide  
9 the County with a preliminary assessment of the  
10 needs and priorities of its members.

11 (3) Conducting an informational workshop for  
12 representatives of the Lytton Indian Community on  
13 any low and moderate-income housing programs  
14 administered by the County, including ways in which  
15 redevelopment funds might be used to assist the  
16 Lytton Indian Community in land acquisition for  
17 housing.

18 15. The parties recognize that this agreement  
19 contemplates the future reorganization and federal recognition of  
20 the Lytton Indian Community as a tribal entity exercising self-  
21 governing powers under the Indian Reorganization Act. The  
22 members of the Lytton Indian Community agree that when such  
23 reorganization is complete, the authorized governing body of the  
24 Lytton Indian Community will adopt a resolution specifically  
25 confirming this agreement and directing that it be signed by the  
26 chief executive officer of the Community.


27 16. It is agreed that plaintiffs will not seek, and  
28 federal defendants will not agree, to reestablish the former



1 boundaries of the Lytton Rancheria, and that no action taken in  
2 connection with this settlement shall be construed as  
3 reestablishing the former rancheria boundaries.


4 17. It is understood that none of the terms of this  
5 agreement shall deprive a federal official of his authority to  
6 revise, amend or promulgate regulations, nor shall this agreement  
7 be construed to commit a federal official to expend funds not  
8 appropriated by Congress. Furthermore, the sole remedy of a  
9 party to this agreement for the failure of another party to  
10 comply with its terms shall be to initiate such proceedings in  
11 this action as may be available, or file a new action in the  
12 United States district court, to enforce the provisions of this  
13 stipulation and the judgment entered thereon.

14  
15 Dated: March 14, 1991

  
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20  
21 Dated: March 21, 1991

  
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1  
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THE SECRETARY OF THE INTERIOR  
WASHINGTON

July 19, 1990

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Memorandum

To: Assistant Secretary - Indian Affairs *California Indian Legal*  
From: The Secretary *Samuel R. Gifford*  
Subject: Policy for Placing Lands in Trust Status for American Indians

I have completed review of the report of the Department's Ad Hoc Task Force on Indian Trust Lands and your recommendation, and I am directing the following actions be taken.

It shall be the policy of the Department of the Interior in acquiring lands in trust status for American Indians, located either within or contiguous to the tribal reservation's exterior boundaries, to review such acquisition requests in light of the presently existing Bureau regulations found in 25 CFR 151.10. The Secretarial review of these acquisition requests shall be delegated to the respective Area Directors.

For off-reservation acquisition requests (other than lands contiguous to the reservation), the policy shall be to consider each request on its own merits. These requests shall meet the following criteria:

1. All existing land acquisition regulations found in 25 CFR 151.10; i.e.:
  - a) The existence of statutory authority for the acquisition and any limitations contained in such authority;
  - b) The need of the tribe for additional land;
  - c) The purpose for which the land will be used;
  - d) If the land to be acquired is in unrestricted fee status, the impact on the State and its political subdivisions resulting from the removal of the land from tax rolls;
  - e) Jurisdictional problems and potential conflicts of land use which may arise;



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- f) If the land to be acquired is in fee status, whether the Bureau of Indian Affairs is equipped to discharge the additional responsibilities resulting from the acquisition of the land in trust status.
2. The property is free of all hazardous and toxic material (as required in 602 DM 2).
  3. Trust land to be acquired is located within the states in which a tribe or band presently owns trust land. In general, as the distance from the trust or reservation land base increases, the tribe will be required to justify greater economic benefit from the acquisition.
  4. In consultation with local, city, county, and state governments, an effort must be made by the tribe to resolve possible conflicts over taxation, zoning and jurisdiction. If the acquisition is opposed or raises unresolved concerns from the governments, the proposal will automatically be referred to the Assistant Secretary for Indian Affairs for review and approval/disapproval.
  5. The tribe shall provide an economic development plan specifying the proposed uses for the trust land with a cost/benefit analysis of the proposal.
  6. Applications for trust land located within an urbanized, and primarily non-Indian, community must demonstrate that trust status is essential for the planned use of the property and the economic benefits to be realized from said property.
  7. Acknowledgment that, after consideration of all local ordinances including (but not limited to) fire safety, building codes, health codes, and zoning requirements, the tribe will adopt standards that provide at least comparable safeguards;

In addition to the requirements listed above, all requests to acquire land in trust for gaming purposes will:

1. Be in compliance with the Indian Gaming Regulatory Act (P.L. 100-497);
2. When appropriate, be reviewed by the National Indian Gaming Commission;
3. Approval/disapproval by BIA's Central Office after discussion with the Secretary of the Interior;

EXHIBIT A p. 2 of 3

3

4. Inclusion of an analysis by the tribe or band showing that it explored all reasonable alternatives (other than gaming) which would provide equivalent economic benefits from said property;
5. Inclusion of provisions that the appropriate portion of individual winnings from gaming activities will be withheld for taxes by the IRS.

This policy shall be effective upon appropriate public notification and comment.

cc: Solicitor  
Assistant Secretary - Policy, Management and Budget

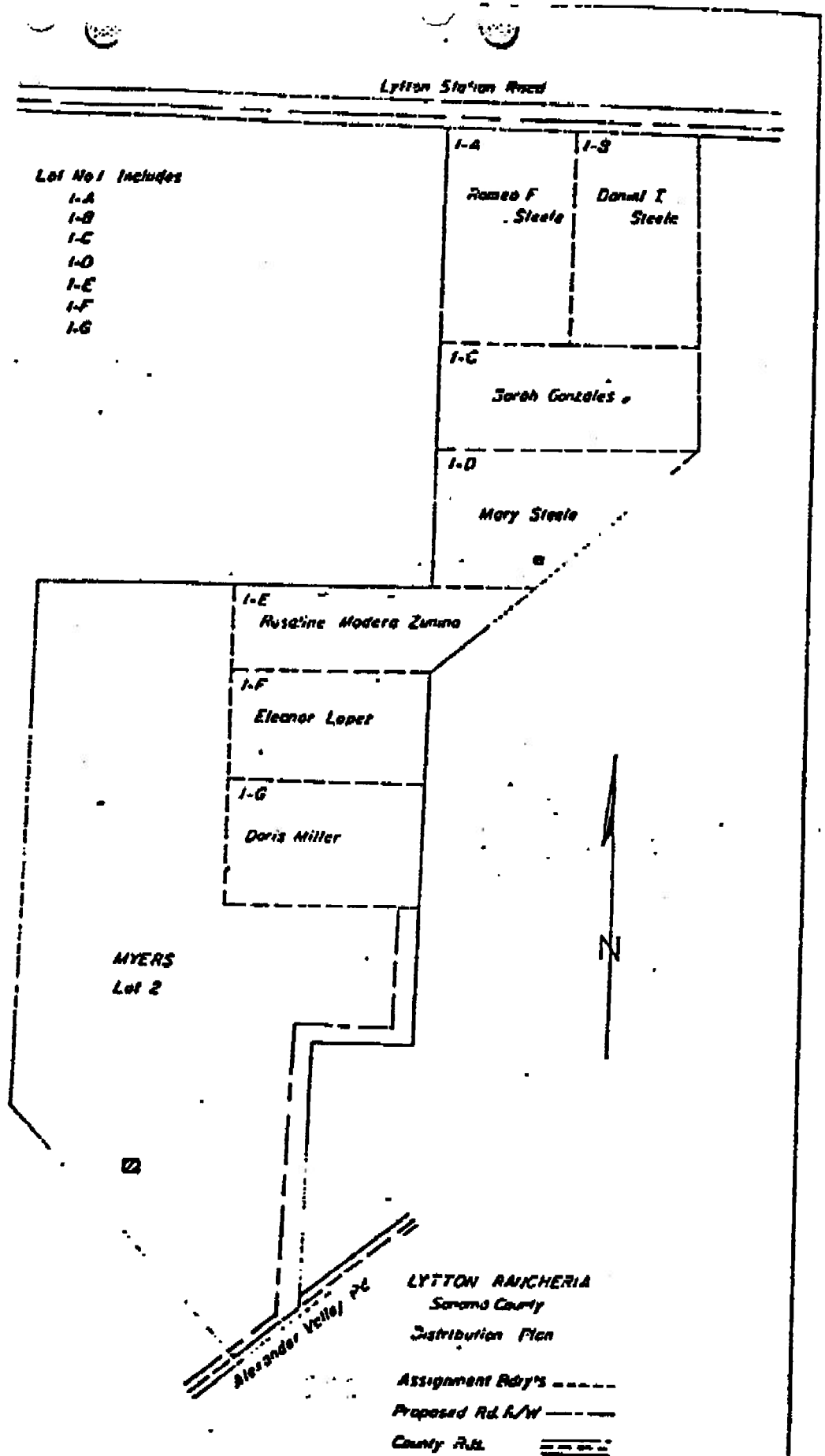
## LEGAL DESCRIPTION

All that real property situate in the Rancho Sotoyome, County of Sonoma, State of California, described as follows: Commencing at the Northeast corner of Section 4, T. 9 N., R. 9 W., M.D.M., running thence S.  $1/2^{\circ}$  E. 1.825 chains to an iron pin driven at the intersection with the center line of a road leading to Lytton; thence along said center line, S.  $89-1/4^{\circ}$  W. 25.74 chains to an iron pin; thence S.  $89-1/2^{\circ}$  W. 14.68 chains to an iron pin; thence South 17.00 chains to a station; thence West, 15.25 chains to a station; thence South 19.60 chains to a station, being the point of beginning of the premises herein described: thence S.  $45^{\circ}$  E. 12.67 chains to a station in the center of the highway leading to Alexander Valley; thence N.  $49-3/4^{\circ}$  E. 2.21 chains to a station; thence leaving said Highway, North 7.53 chains to a station; thence West, 10.65 chains to the place of beginning, containing 5 acres, more or less, and being a portion of Section 4, Township 9 North, Range 9 West, M.D.M., in the Rancho Sotoyome.

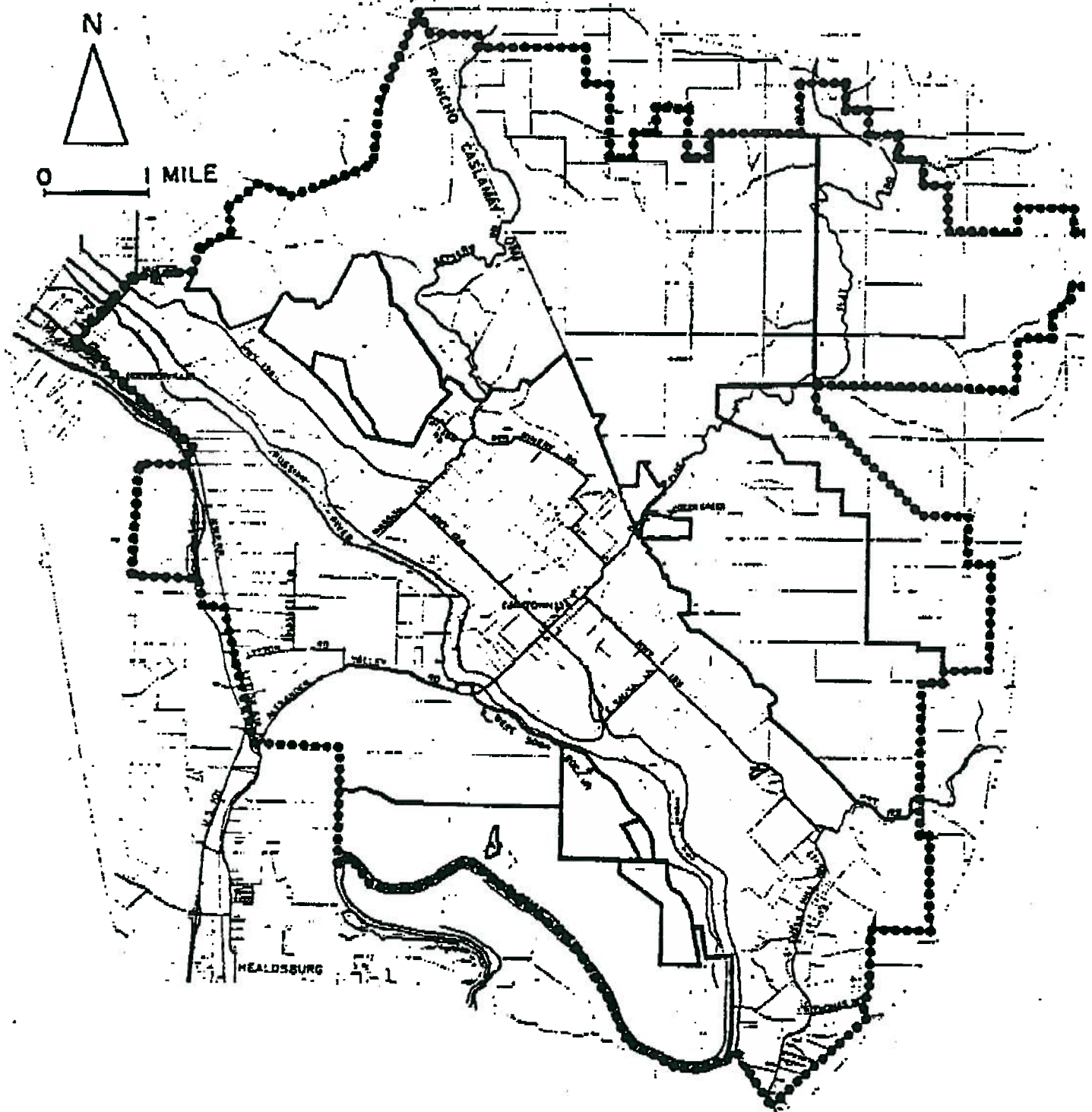
Also, all that real property situate in the Rancho Sotoyome, County of Sonoma, State of California, described as follows: Commencing at the Northeast corner of Section 4, T. 9.N., R. 9 W., M.D.M., running thence S.  $1/2^{\circ}$  E. 1.825 chains to an iron pin driven at the intersection with the center line of a road leading to Lytton; thence along said center line, S.  $89-1/4^{\circ}$  W. 25.74 chains to an iron pin; thence S.  $89-1/2^{\circ}$  W. 4.90 chains to an iron pin, the place of beginning of the herein described lands, being a corner of the land of Arthur E. J. Kuhn (formerly Hall); thence continuing said center line, S.  $89-1/2^{\circ}$  W. 9.78



chains to an iron pin; thence South 17.00 chains to a station; thence West, 13.25 chains to a station; thence South 19.60 chains to a station; thence East, 10.65 chains to a station; thence South 7.53 chains to a station in the center of the highway leading to Alexander Valley; thence along said highway, N.  $49-3/4^{\circ}$  E. 0.78 chains to a station, the South west corner of the Lytton School lot; thence along the boundary lines of said lot, North 10.00 chains to the Northwest corner thereof; thence East, 3.79 chains to the Northeast corner thereof; and the West boundary lines of the land of Arthur E. J. Nuhn (formerly Hall); thence along said lines, North 13.73 chains to an iron pin; thence N.  $50-3/4^{\circ}$  E. 13.34 chains to an iron pin, near a post; thence N.  $1-3/4^{\circ}$  W. 11.70 chains to the place of beginning, containing 45 acres, more or less, and being a portion of Section 4, Township 9 North, Range 9 West, M.D.M., in the Rancho Sotoyome.



# ALEXANDER VALLEY



..... BOUNDARY

EXHIBIT "C"